

BINGHAM

Russell M. Blau
Jeffrey R. Strenkowski
Phone: 202.373.6000
Fax: 202.373.6001
russell.blau@bingham.com
jeffrey.strenkowski@bingham.com

RECEIVED

2014 SEP 24 AM 10:10

IDAHO PUBLIC
UTILITIES COMMISSION

September 23, 2014

Via Overnight Courier

Ms. Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702
secretary@puc.idaho.gov

GCP-T-14-01

Re: GC Pivotal, LLC d/b/a Global Capacity Application for a Certificate of Public Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange and Interexchange Services in the State of Idaho

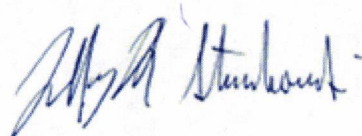
Dear Ms. Jewell:

On behalf of GC Pivotal, LLC d/b/a Global Capacity ("Global Capacity" or "Applicant"), enclosed for filing are an original and seven (7) copies the above-referenced Application. The original copy of the Application is unbound.

Global Capacity respectfully requests confidential treatment of **Exhibit D** to the Application. This exhibit contains sensitive financial information that is considered proprietary and confidential in nature and is not otherwise available to the public. Disclosure of such information could provide Applicant's competitors with a significant advantage that would result in substantial harm to Applicant's competitive position in Idaho. Applicant therefore respectfully requests that the information contained therein be treated in a confidential manner and be protected from public disclosure.

An electronic copy of this filing has also been submitted. Please date-stamp the enclosed extra copy and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,



Russell M. Blau
Jeffrey R. Strenkowski

Counsel for GC Pivotal, LLC d/b/a Global Capacity

Boston
Hartford
Hong Kong
London
Los Angeles
New York
Orange County
San Francisco
Santa Monica
Silicon Valley
Tokyo
Washington

Bingham McCutchen LLP
2020 K Street NW
Washington, DC
20006-1806

T 202.373.6000
F 202.373.6001
bingham.com

A/76296196

BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF IDAHO

RECEIVED

2014 SEP 24 AM 10:10

IDAHO PUBLIC
UTILITIES COMMISSION

Application of)

GC PIVOTAL, LLC d/b/a GLOBAL CAPACITY)

Docket No. GCP-T-14-01

For A Certificate of Public Convenience)
and Necessity to Provide Facilities-Based)
and Resold Local Exchange and)
Interexchange Services in the State of Idaho)

APPLICATION OF GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Russell M. Blau
Jeffrey R. Strenkowski
Bingham McCutchen LLP
2020 K Street, N.W.
Washington, DC 20006
Tel: (202) 373-6000
Fax: (202) 373-6001
russell.blau@bingham.com
jeffrey.strenkowski@bingham.com

*Counsel for GC Pivotal, LLC d/b/a Global
Capacity*

Dated: September 23, 2014

**BEFORE THE
PUBLIC UTILITIES COMMISSION
OF THE STATE OF IDAHO**

RECEIVED

2014 SEP 24 AM 10:10

IDAHO PUBLIC
UTILITIES COMMISSION

Application of)

GC PIVOTAL, LLC d/b/a GLOBAL CAPACITY)

For A Certificate of Public Convenience)
and Necessity to Provide Facilities-Based)
and Resold Local Exchange and)
Interexchange Services in the State of Idaho)

Docket No. GCP-T-14-01

**APPLICATION OF GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TO PROVIDE LOCAL EXCHANGE AND INTEREXCHANGE
SERVICES IN IDAHO**

GC Pivotal, LLC, doing business as Global Capacity ("Global Capacity" or "Applicant"), by its undersigned counsel and pursuant to Idaho Code §§ 61-526-528, IDAPA 31.01.01.111, Procedural Order No. 26665, and the rules of the Public Utilities Commission of Idaho ("Commission"), hereby applies for a Certificate of Public Convenience and Necessity to authorize it to provide facilities-based and resold local exchange telecommunications services throughout the State of Idaho and notifies the Commission of its intent to provide interexchange services.

The State of Idaho has adopted a policy of allowing competition in the local and long distance telecommunications markets, recognizing that it is in the public interest to develop effective competition to ensure that all consumers will have access to high quality, low cost, and innovative telecommunications services. The federal Telecommunications Act of 1996 also seeks to promote competition and reduce regulation in order to secure lower prices and higher

quality telecommunications services for American consumers. Both goals will be promoted by granting this Application.

This Application is being filed as part of a larger transaction whereby Global Capacity intends to obtain certain network assets and data service customers from MegaPath Corporation (“MegaPath”).¹ Global Capacity intends to provide services to those customers under the same rates, terms and conditions as they are currently provided by MegaPath. Consistent with the services provided by MegaPath, Global Capacity does not intend to provide voice services at this time. In order to serve those customers, Global Capacity is hereby requesting facilities-based and resold authority, and intends to adopt the existing MegaPath tariffs (if any). Any future changes in the rates, terms or conditions of services provided to affected customers will be undertaken pursuant to their service contracts and/or applicable federal and state tariffing requirements. In support of its Application, Applicant submits the following information:

I. PROPOSED SERVICES

Global Capacity seeks authority to provide facilities-based and resold local exchange and interexchange non-voice telecommunications services to and from all points in the State of Idaho that are currently or become open to competition.

Global Capacity will provision telecommunication services through a combination of its own facilities, facilities leased from other carriers, and resale of facilities and equipment of Incumbent Local Exchange Carriers (“ILECs”) operating in Idaho. Global Capacity’s facilities may include ducts, wires, cables, end-office switches, telecommunications equipment and other telecommunications transmission facilities. Facilities-based service will be provided via (1)

¹ Global Capacity requests that the filing it makes with respect to the transfer of assets from MegaPath to Global Capacity be associated with this Application.

commercial wholesale agreement with incumbents or other carriers, (2) Global Capacity's own facilities, or (3) a combination thereof.

Applicant requests authority to operate throughout the State of Idaho. Therefore, Global Capacity seeks statewide authority. At this time, Global Capacity does not seek to terminate any small or rural exemptions existing under Section 251(f)(1) of the Federal Telecommunications Act of 1996; however, Global Capacity seeks statewide authority so that it may expand its service areas as those areas become open to competition.

Applicant will continuously monitor and maintain a high level of control over its network on a 24-hours-a-day, 7-days-a-week basis. A copy of Applicant's proposed local exchange tariff and interexchange tariff are attached hereto as **Exhibit E**.

II. FORM OF BUSINESS

Applicant's legal name is GC Pivotal, LLC, doing business as Global Capacity. Applicant maintains its principal place of business at 180 North LaSalle Street, Suite 2430, Chicago, IL 60601. Applicant is a Delaware limited liability company and a subsidiary of Pivotal Global Capacity, LLC. A certified copy the Company's Operating Agreement and its Idaho Certificate of Good Standing are attached hereto as **Exhibits B and C**.

Global Capacity's agent for service is:

Corporation Service Company
12550 W. Explorer Dr.
Suite 100
Boise, ID 83713

The sole member of Global Capacity is Pivotal Global Capacity, LLC, an Arizona entity.

Global Capacity controls Magenta NetLogic Ltd, also known as Global Capacity Limited in the United Kingdom.

The officers and directors of Applicant are:

Officers and Directors:

F. Francis Najafi, President²

Richard Garner, Secretary and Treasurer

III. TELECOMMUNICATION SERVICE

Global Capacity intends to provide the same telecommunications services to customers that MegaPath currently provides to its customers. As such, it hereby requests facilities-based and resold local exchange and interexchange authority. It proposes to begin service consistent with the Commission's approval of its Application.

IV. SERVICE TERRITORY

Applicant requests authority to operate throughout the State of Idaho. Therefore, Global Capacity seeks statewide authority. At this time, Global Capacity does not seek to terminate any small or rural exemptions existing under Section 251(f)(1) of the Federal Telecommunications Act of 1996; however, Global Capacity seeks statewide authority so that it may expand its service areas as those areas become open to competition. Global Capacity will provision telecommunication services through a combination of its own facilities, facilities leased from other carriers, and resale of facilities and equipment of Incumbent Local Exchange Carriers ("ILECs") operating in Idaho. Global Capacity's facilities may include ducts, wires, cables, end-office switches, telecommunications equipment and other telecommunications transmission facilities. Facilities-based service will be provided via (1) commercial wholesale agreement with incumbents or other carriers, (2) Global Capacity's own facilities, or (3) a combination thereof.

² Mr. Najafi is the Founder and CEO of Pivotal Group, a leading investment company with an equity portfolio that includes Global Capacity.

V. FINANCIAL INFORMATION

Applicant submits under seal as **Exhibit D** confidential financial statements representing Applicant's financial status. Applicant requests that **Exhibit D** be afforded confidential treatment as this information is protected by law from public inspection, examination or copying, in accordance with Section 9-340D(2), Idaho Code. This exhibit contains financial information, which, if disclosed, would result in substantial harm to Applicant's competitive position. As shown in the information provided, Applicant is financially qualified to operate within Idaho.

VI. ILLUSTRATIVE PRICELIST/TARIFF FILING

Illustrative price lists and tariffs, setting forth the terms, conditions, rates, charges and regulations pursuant to which Global Capacity proposes to provide telecommunications service are attached hereto as **Exhibit E**. Since Global Capacity intends to provide services at the same rates and under the same terms and conditions as MegaPath, the proposed price list and tariff, attached hereto mirror MegaPath's existing price list and tariff.

VII. CONTACTS

All correspondence and communications regarding this Application should be addressed to Applicant's attorneys:

Russell M. Blau
Jeffrey R. Strenkowski
Bingham McCutchen LLP
2020 K Street, N.W.
Washington, DC 20006
Tel: 202-373-6000
Fax: 202-373-6001
russell.blau@bingham.com
jeffrey.strenkowski@bingham.com

with a copy to:

Jeremy M. Kissel, General Counsel

180 North LaSalle Street
Suite 2430
Chicago, Illinois 60601
Tel: 312-673-2400
Fax: 312-673-2422
Email: jkissel@globalcapacity.com

Following the grant of this Application, the Commission should direct all correspondence directly to Global Capacity's regulatory and operations contact:

Jeremy M. Kissel, General Counsel
180 North LaSalle Street
Suite 2430
Chicago, Illinois 60601
Tel: 312-673-2400
Fax: 312-673-2422
Email: regulatory@globalcapacity.com

The following toll-free number is available for end user consumer inquiries:

866-226-4244

The person responsible for customer service is:

John Nannenhorn, Customer Advocate Manager
180 North LaSalle Street
Suite 2430
Chicago, Illinois 60601
Tel: 312-673-2400
Fax: 312-673-2422

VIII. INTERCONNECTION AGREEMENTS

As part of the transaction with MegaPath, the MegaPath interconnection agreement with the ILEC will be transferred to Global Capacity, thereby enabling Global Capacity to continue to provide services to the transferred customers and potential new customers.

IX. COMPLIANCE WITH COMMISSION RULES

Global Capacity's statement that it agrees to comply with all applicable Idaho laws and Commission rules and regulations is attached hereto as **Exhibit F**. Applicant will comply with

all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in Idaho.

X. ESCROW ACCOUNT OR SECURITY BOND

Global Capacity does not require deposits for retail customers.

XI. CONCLUSION

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in the State of Idaho. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services. Global Capacity agrees to adhere to all state laws and all Commission policies, rules and orders.

Applicant respectfully submits that grant of this Application will thereby serve the public interest by providing end users with a broader choice of competitively priced telecommunications services than currently exists.

WHEREFORE, GC Pivotal, LLC d/b/a Global Capacity respectfully request that the Commission grant a certificate of public convenience and necessity to provide facilities-based and resold local and interexchange telecommunications services with the State of Idaho.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russell M. Blau".

Russell M. Blau
Jeffrey R. Strenkowski
Bingham McCutchen LLP
2020 K Street, N.W.
Washington, DC 20006
Tel: (202) 373-6000
Fax: (202) 373-6001
russell.blau@bingham.com
jeffrey.strenkowski@bingham.com

Counsel for GC Pivotal, LLC d/b/a Global Capacity

Dated: September 23, 2014

LIST OF EXHIBITS

Exhibit A	-	Management Biographies
Exhibit B	-	Formation Documents
Exhibit C	-	Certificate of Good Standing
Exhibit D	-	Financial Statements - CONFIDENTIAL, FILED UNDER SEAL
Exhibit E	-	Illustrative Tariffs / Price Lists
Exhibit F	-	Applicant's Statement

EXHIBIT A

Management Biographies

F. Francis Najafi - Founder and CEO

F. Francis Najafi is founder and CEO of Pivotal Group, a leading investment company focused on private equity and real estate.

He founded the privately held firm 30 years ago, investing in landmark properties.

Pivotal Group's real estate investments have included major hotel properties including the Century Plaza Hotel in Los Angeles, Class A commercial office properties such as 650 California Street in San Francisco, and community development projects, including Promontory in Park City.

Drawn by the unrealized potential of well-managed middle-market companies with unique assets, Mr. Najafi entered the private equity market in 2002, and acquired Network Solutions, the world's largest domain-name registry, in 2003. His acquisition philosophy is to initiate and support management-led efforts to build long-term value through the adoption of disruptive innovation, developing new products, expanding markets served and the continued optimization of its cost structure.

Pivotal Group's private equity portfolio includes Global Capacity, the industry's first telecom logistics company globally serving system integrators, carriers and enterprise clients.

Mr. Najafi completed his Bachelor of Science degree in engineering at Arizona State University (ASU), followed by two Masters Degrees from Thunderbird – The School of Global Management, and the University of Southern California (USC). At USC, he began his entrepreneurial activities while a Ph.D. candidate in International Political Economy.

Over the past quarter century while heading Pivotal Group, Mr. Najafi devoted significant time and resources to causes in the public interest. His commitment to community service spans the world. Mr. Najafi is a board member of EastWest Institute, a global think-and-do tank that devises innovative solutions to pressing security concerns; is a member of Urban Land Institute and a governor of the ULI Foundation, which generates funding for research and public service activities that enhance communities. Additionally, he is active in the World President's Organization, a global organization focused on corporate responsibility and personal service and Chief Executive's Organization (CEO), which represents 2,000 global leaders who represent leading businesses around the world.

In Arizona, Mr. Najafi is a trustee of Thunderbird - The School of Global Management Institute, and foundation board member of the Translational Genomics Research Institute, which employs innovative advancements from the Human Genome Project.

Mr. Najafi's wide-ranging philanthropic interests include the Arizona Science Center, PARSA Community Foundation, Public Affairs Alliance of Iranian Americans (PAAIA), Science Foundation Arizona and Teach for America.

Jack Lodge - President

Jack Lodge is the President of Global Capacity, responsible for all aspects of strategy and execution of the company. He has over 23 years of experience in information technology and telecommunications. Mr. Lodge served as Global Capacity's COO since 2008, and has been a key driver in the development of the company's industry-leading One Marketplace platform. Under his leadership, the number of customers and suppliers participating in One Marketplace has grown steadily, while the company has achieved significant improvements in gross margin and EBITDA performance.

Mr. Lodge joined Global Capacity in 2006 via the acquisition of CentrePath, Inc., a privately-held network management and engineering company where he served as General Manager, with responsibility for all aspects of CentrePath's managed services business. Prior to joining CentrePath's predecessor company, GiantLoop, Mr. Lodge held several leadership positions in the IT organization at Nortel Networks, where his responsibilities included network architecture and strategy. Lodge joined Nortel via the 1998 acquisition of Bay Networks, where he held a number of IT management positions. At Bay Networks, Mr. Lodge led the IT infrastructure integration following the 1994 merger of Wellfleet Communications and Synoptics Communications that created Bay Networks. Prior to Wellfleet / Bay Networks, Mr. Lodge owned and operated a regional network services and maintenance business, distributing and supporting technology from multiple manufacturers. He began his career with AT&T in 1989 in a sales role.

Mr. Lodge holds a B.A. from the College of the Holy Cross, and an M.B.A. from Northeastern University. He played varsity lacrosse at Holy Cross, and remains active as a youth lacrosse coach. Mr. Lodge currently resides in the Boston area with his family.

Richard Garner - Secretary and Treasurer

Mr. Garner has been an integral part of Pivotal Group's management team for over ten years and is responsible for overseeing the accounting and finance requirements of Pivotal and its portfolio ventures.

As a Certified Public Accountant, he has more than twenty years of accounting, finance and general business experience, including ten years as a consultant, auditor and business advisor with the national CPA firms of Ernst & Young and Kenneth Leventhal.

He enjoys community service, including serving as an active youth leader with the Boy Scouts of America to help shape the lives of America's youth.

Mr. Garner received a B.S. in accounting from Northern Arizona University.

Ben Edmond - Chief Revenue Officer

Mr. Edmond is Chief Revenue Officer at Global Capacity, with responsibility for all aspects of Global Capacity's revenue generation, including sales and marketing. Mr. Edmond has more than 15 years of experience in the telecommunications industry, encompassing broad expertise in the areas of sales, marketing and managerial experiences. Mr. Edmond joined Global Capacity in 2012. Prior to joining Global Capacity, Mr. Edmond was President of Sales and Marketing at FiberLight, where he led a national carrier and enterprise sales team in 15 metro markets and conducted daily operations in customer and account development and service as well as implementation of product development and all marketing activities.

Prior to joining FiberLight, Mr. Edmond owned Telecom Inventory, a consulting firm focusing on services for large enterprises requiring better access and use of telecommunications information. Mr. Edmond's telecom experience includes eight years with Xspedius Communications (formerly ACSI), where he held several leadership positions.

Mr. Edmond holds a M.S. in International Business from St. Louis University and a B.S. in International Business & Finance from Northeastern University.

Phil Doyle - Chief Information Officer

Phil Doyle is Chief Information Officer of Global Capacity, responsible for the development and management of all proprietary Global Capacity systems and data, including One Marketplace. Mr. Doyle has over 15 years of experience in systems and data resource management, successfully leading development teams and facilitating innovative software solutions for the telecommunications industry. A co-founder of Magenta netLogic, he conceived and developed the core systems that are the foundation of One Marketplace.

Prior to co-founding Magenta netLogic, Mr. Doyle held several positions, including Managing Director, at LANalysis and netFusion Limited. He began his career with ICI in a network and systems engineering role.

Mr. Doyle is an engineering graduate of Manchester Metropolitan University in the UK. He resides in Manchester with his wife and two children, where he enjoys cycling, surfing and walking.

Craig Magerkurth - Chief Knowledge Officer

Craig Magerkurth is Chief Knowledge Officer of Global Capacity, responsible for all systems and data that power the business. He brings over 18 years of experience in developing, building and managing complex, technology-based solutions for multiple industries. Most recently, he served as Vice President of Technology Programs at the Rise Group, where he had oversight of

network and video surveillance programs such as Operation Virtual Shield, a Homeland Defense initiative in Chicago.

Previously, Mr. Magerkurth served as Chief Information Officer at Universal Access, where he managed the initial build-out of the Universal Transport Exchanges (UTX), and was instrumental in the development and deployment of the Universal Information Exchange (UIX) and Universal Solutions Exchange (USX). Through merger, these solutions ultimately became key components of what today is Global Capacity's One Marketplace. Mr. Magerkurth has previously served in executive roles for American Traffic Solutions and Mobility Technologies, in addition to serving as Chief Information Officer for 20-20 Technologies. He began his career in the United States Army Corp of Engineers.

Mr. Magerkurth is a graduate of the United States Military Academy at West Point, where he served as President of his class. He holds a Masters of Science in Engineering Management from the University of Missouri at Rolla. Mr. Magerkurth currently resides in the Austin, TX area with his family.

John Nannenhorn - Senior Vice President of Finance

As Senior Vice President of Finance for Global Capacity, John Nannenhorn is responsible for directing all aspects of Global Capacity's Finance, Accounting, Internal Control, Treasury, Human Resources, Legal and Administrative affairs. He brings over 20 years of comprehensive, in-depth, multi-industry experience.

Most recently, Mr. Nannenhorn served as Vice President/Controller at AirCell, where he played an integral role in building the company's Finance Department from the ground-up. He was instrumental in defining and deploying core accounting processes as well as hiring, developing and mentoring a top-performing financial team. Previously, Mr. Nannenhorn served as Executive Director of Finance at ConferencePlus and held several executive roles within prominent corporations including LANSA, Baan, SAP, Memorex Telex and Ryobi. As Chief Financial Officer at LANSA, he was instrumental in implementing new accounting and reporting systems as well as crafting and deploying mission-critical pricing and business model policies. Mr. Nannenhorn began his career as a Senior Accountant with Friedman, Eisenstein, Raemer & Schwartz, LLP.

Mr. Nannenhorn holds a Masters of Business Administration in Finance and Bachelor of Science in Accountancy from Northern Illinois University's College of Business in DeKalb, Illinois. He currently resides in the greater Chicago area.

Jeremy Kissel - General Counsel

Jeremy Kissel is General Counsel at Global Capacity, responsible for all legal and compliance functions of the company. Prior to joining Global Capacity in 2012, Mr. Kissel worked for a boutique communications law firm in Washington, D.C. and Chicago, assisting companies with

regulatory compliance, commercial transactions, and representing clients before federal government agencies and the United States Congress. While serving as both an Attorney-Advisor in the Policy Division of the Federal Communications Commission's Media Bureau and Acting Legal Advisor to the Chief of the Media Bureau, Mr. Kissel was involved in all aspects of regulatory proceedings at the agency.

Prior to joining the Federal Communications Commission, Mr. Kissel worked in a United States Senate Leadership Office in Washington, D.C. From 2003 to 2006, Mr. Kissel was a litigator in Miami, Florida, where he concentrated his practice on insurance defense, insurance coverage, and bad faith matters.

Mr. Kissel holds a Bachelor of Science (B.S.) from Florida State University, a Juris Doctor (J.D.) from Nova Southeastern University, Shepard Broad Law Center, and a Master of Laws (LL.M) from American University's Washington College of Law. Mr. Kissel resides in Chicago with his wife.

EXHIBIT B

Formation Documents

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "GC PIVOTAL, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTIETH DAY OF MAY, A.D. 2010, AT 5:20 O'CLOCK P.M.

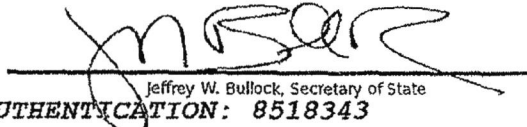
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "GC PIVOTAL, LLC".



4825895 8100H

110076964

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8518343

DATE: 01-25-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:13 PM 05/20/2010
FILED 05:20 PM 05/20/2010
SRV 100545420 - 4825895 FILE

CERTIFICATE OF FORMATION

OF

GC PIVOTAL, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is:

GC Pivotal, LLC

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, New Castle County, Delaware 19808

THIRD: This Certificate of Formation shall be effective upon filing.

Executed on May 20, 2010.

/s/ Eleanor Romanelli

Eleanor Romanelli
Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
GC PIVOTAL, LLC**

This **LIMITED LIABILITY COMPANY AGREEMENT** (this "Agreement") of GC Pivotal, LLC (the "Company") is effective as of May 20, 2010 and is entered into by Pivotal Global Capacity, LLC, an Arizona limited liability company, as the sole member (the "Member").

1. Formation of Limited Liability Company. The Company is hereby formed as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C §18-101, *et seq.*, as it may be amended from time to time, and any successor to such statute (the "Act"). The rights and obligations of the Member (as defined below) and the administration and termination of the Company shall be governed by this Agreement and the Act. This Agreement shall be considered the "Limited Liability Company Agreement" of the Company within the meaning of Section 18-101(7) of the Act. To the extent this Agreement is inconsistent in any respect with the Act, to the fullest extent permitted by the Act, this Agreement shall control. Eleanor Romanelli is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware (such filing being hereby approved and ratified in all respects). Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, her powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member, as an authorized person, within the meaning of the Act, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed in with the Secretary of State of the State of Delaware. The Member shall execute, deliver and file, or cause the execution, delivery and filing of any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business.

2. Members. Pivotal Global Capacity, LLC is hereby admitted as the sole member of the Company upon its execution and delivery of this Agreement.

3. Purpose. The purpose of the Company is to engage in any and all other lawful businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Act).

4. Name. The name of the Company shall be GC Pivotal, LLC.

5. Registered Agent and Principal Office. The registered agent of the Company in the State of Delaware shall be Corporation Service Company whose address is 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The mailing address of the Company shall be 3200 East Camelback Road, Suite 295, Phoenix, Arizona

85018. The Company may have such other offices as the Member may designate from time to time.

6. Term of Company. The Company shall commence on the date set forth as the "effective date" as set forth in a Certificate of Formation of the Company that has been properly filed with the Secretary of State of the State of Delaware and shall continue in existence in perpetuity unless its business and affairs are earlier wound up following dissolution at such time as this Agreement may specify.

7. Management of Company. Except to the extent delegated to the Officers of the Company pursuant to Section 8 below, all decisions relating to the business, affairs and properties of the Company shall be made by the Member.

8. Designation of Officers.

(a) The Member may, from time to time, designate officers of the Company and delegate to such officers such authority and duties as the Member may deem advisable (the "Officers") and may assign titles (including, without limitation, Chairman, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, president, vice-president, secretary and/or treasurer) to any such Officer. Unless the Member otherwise determines, if the title assigned to an Officer of the Company is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, then the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are customarily associated with such office. Any number of titles may be held by the same Officer. Any Officer to whom a delegation is made (including any delegation contained in an employment agreement, subject to the limitations contained therein) shall serve in the capacity and have such powers as delegated unless and until such delegation is revoked by the Member in whole or in part for any reason or no reason whatsoever, with or without cause, or such Officer resigns. The initial Officers of the Company are set forth on Schedule A hereto.

(b) In addition to such other duties as may be delegated to any Officer of the Company, the President of the Company shall be the most senior officer of the Company and shall, subject to the control of the Member, have general supervision, direction and control of the business and officers of the Company.

9. Reimbursement; Compensation. Each Officer shall be reimbursed for any actual costs reasonably incurred in connection with such Officer's service as an officer of the Company.

10. Limitation of Liability; Indemnification; Duties.

(a) To the fullest extent permitted by law, none of (i) the Member (in its capacity as Member), (ii) the affiliates, agents, officers, partners, employees, representatives, directors, members or shareholders of the Member or the Company and (iii) each former officer, director, employee, or member (collectively, the "Indemnitees") acting in accordance with this Agreement shall be liable, responsible, or accountable, in damages or otherwise, to the Company or the Member thereof for doing any act or failing to do any act, whether before, on or after the date hereof, the effect of which may cause or result in loss or damage to the Company or the

Member if: (A) the act or failure to act of such Indemnitee was in good faith, in a manner it reasonably believed to be within the scope of such Indemnitee's authority and in a manner it reasonably believed to be in, or not inconsistent with, the best interest of the Company; and (B) the conduct of such Person did not constitute fraud, willful misconduct, gross negligence or a material breach of this Agreement.

(b) The Company shall defend, indemnify and hold harmless any Indemnitee to the greatest extent permitted by law against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever, and all costs of investigation in connection therewith, as a result of any claim, threatened action or legal proceeding by any person (including, without limitation, by or through the Company, any subsidiary and/or the Member), or otherwise imposed upon or incurred by such Indemnitee, relating to the performance or nonperformance of any act concerning the activities of the Company or a subsidiary, whether before, on or after the date hereof, if: (i) the act or failure to act of such Indemnitee was in good faith, within the scope of such Indemnitee's authority and in a manner it reasonably believed to be in, or not inconsistent with, the best interest of the Company or such subsidiary; and (ii) the conduct of such Indemnitee did not constitute fraud, willful misconduct, gross negligence or a material breach of a material provision of this Agreement. The indemnification authorized by this subsection (b) shall include any judgment, award, settlement, the payment of reasonable attorneys' fees and other expense (not limited to taxable costs) incurred in settling or defending any claims, threatened action or finally adjudicated legal proceeding.

(c) From time to time, as requested by an Indemnitee hereunder, such attorneys' fees and other expenses shall, unless the Member determines that the Indemnitee has failed to meet the standards set forth in subsection (b) (taking into account, among other things, the availability of security for any repayment obligation on the part of the Indemnitee), be advanced by the Company prior to the final disposition of such claims, actions or proceedings upon receipt by the Company of an undertaking, reasonably acceptable to the Member, by or on behalf of such Indemnitee to repay such amounts if it shall be determined that such Indemnitee is not entitled to be indemnified as authorized hereunder.

(d) Any indemnification by the Company provided hereunder shall be satisfied solely out of assets of the Company as an expense of the Company (and the proceeds of any directors and officers insurance).

(e) The provisions of this Section 10 are for the benefit of the Indemnitees and their estate and heirs and shall not be deemed to create any rights for the benefit of any other person.

(f) The provisions of this Section 10 shall survive the termination of this Agreement. Any termination or amendment of this Section 10 shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any act or omission prior to the time of such termination or amendment.

11. Distributions. Each distribution of cash or other property by the Company shall be made 100% to the Member.

12. Dissolution and Winding Up. The Company shall dissolve and its business and affairs shall be wound up upon (i) the written consent of the Member, (ii) any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

13. Amendments. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

14. Governing Law. The validity and enforceability of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to otherwise governing principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

The undersigned, being the sole Member of the Company, does hereby adopt this Agreement as of the date first above written.

PIVOTAL GLOBAL CAPACITY, LLC
Its Sole Member

By: 

Name: *F. Francis Najafi*

Title: *Member*

EXHIBIT C

Certificate of Good Standing

State of Idaho

Office of the Secretary of State

CERTIFICATE OF EXISTENCE

OF

GC PIVOTAL, LLC

File Number W-93745

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named limited liability company was organized under the laws of DELAWARE and filed for authorization to transact business in Idaho on 6/01/2010.

I FURTHER CERTIFY That the limited liability company's certificate of authority has not been canceled.

Dated: 9/16/2014 2:59 PM



Ben Yursa
SECRETARY OF STATE

Authentic Access Idaho Document (<http://www.accessidaho.org/public/portal/authenticate.html>)
Tag: b5ae5f5ff8d74087b3e56fe7c901d6d2748bf24081bd603855bcbffe306997972e92101860b227c3

EXHIBIT F

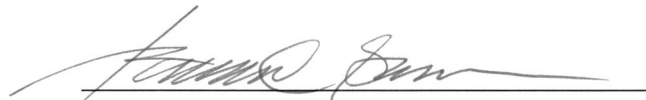
Applicant's Statement

STATE OF ARIZONA
COUNTY OF MARICOPA

§
§
§

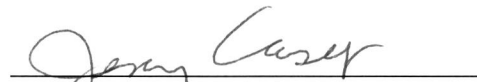
VERIFICATION

I, Richard Garner, state that I am Secretary and Treasurer of GC Pivotal, LLC; that I am authorized to make this Verification on behalf of GC Pivotal, LLC; that the foregoing filing was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information, and belief.



Richard Garner
Secretary and Treasurer
GC Pivotal, LLC

Sworn and subscribed before me this 19 day of September, 2014.


Notary Public

My commission expires May 15, 2018

